

HONORABLE TIFFANY M. CARTWRIGHT

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

JUSTIN FRANKS,

Plaintiff,

v.

THE NIELSEN COMPANY (US), LLC;  
GRACENOTE, INC.; JOHN DOES 1-10,

Defendants.

No. 3:23-CV-06150

**DECLARATION OF JUSTIN  
FRANKS IN SUPPORT OF  
PLAINTIFF'S BRIEF IN  
OPPOSITION TO DEFENDANTS'  
MOTION TO COMPEL,  
ARBITRATION, OR IN THE  
ALTERNATIVE, MOTION TO  
DISMISS**

Note on Motion Calendar: July 19, 2024

I, Justin Franks, hereby make this declaration in opposition to Defendants The Nielsen Company (US), LLC's and Gracenote, Inc.'s Motion to Compel Arbitration, and In the Alternative, Motion to Dismiss, and state as follows:

1. I have personal knowledge of the facts stated in this declaration and, if called upon to do so, could and would testify competently thereto, except where I make a statement on information and belief, in which case I am informed and believe the statement to be true.

2. In 2015, I received and accepted an offer of employment at Gracenote, Inc.

3. On or about October 12, 2015, I arrived at Gracenote for my first day of employment.

1           4.       That day, I was asked to attend a Human Resources (“HR”) onboarding session.

2           5.       At the end of the onboarding session, an HR associate asked me to sign a  
3 variety of documents, including documents within and related to the Employee Handbook.

4           6.       At no time did the HR associate explain that I was waiving my rights to bring  
5 discrimination or retaliation claims in court.  
6

7           7.       I signed an acknowledgement that I received the Employee Handbook, which  
8 indicates that the “policies contained in the Handbook are not intended to create any  
9 contractual rights or obligations.”

10          8.       Based on this language, I did not understand that any portion of the Employee  
11 Handbook would be legally binding and therefore did not understand that signing any other  
12 portions of the Employee Handbook could waive my right to present statutory discrimination  
13 and retaliation claims to court.  
14

15          9.       I would not knowingly waive rights afforded to me in the Constitution unless it  
16 was under duress, coercion, or similar.

17          10.      To the contrary, when I learned that Defendants were asserting that I had signed  
18 an agreement to arbitrate employment discrimination and retaliation claims, I was stunned and  
19 had no recollection of any such agreement.  
20

21          11.      I therefore requested that my attorneys physically examine the documents.

22          12.      I received a copy of those documents, including the Acknowledgement of  
23 Receipt. I recognized my signature on that document and recognized it as the  
24 acknowledgement I signed during my onboarding.  
25  
26

I declare under the penalty of perjury under the laws of Washington and the United States that the forgoing is true and correct, and that this declaration was executed on June 28, 2024 in South Bend, Washington.

**- DocuSigned by:**

Justin Franks

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Justin Franks